

October 26, 2023

San Bernardino County Sheriff's Department (909) 884-0156
655 E 3rd St
San Bernardino, CA 92415

This Letter Agreement is between Experian Information Solutions, Inc. ("Seller") and the San Bernardino County Sheriff's Department ("AGENCY") covering AGENCY'S use of Seller's Employment Insight with Fraud Shield being provided to AGENCY through Miller Mendel, Inc. ("Processor") which are being procured by Processor under the Agreements established between Seller and Processor (STAC 2282020HR)

In consideration of the mutual covenants and agreements contained in this Letter Agreement and the provision and use directly by AGENCY of the Seller's services, the parties agree as follows:

1. General Provisions for Data Use

(a) **Data Use Restrictions.** AGENCY agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Seller, request, compile, store, maintain, resell or use the Services (including any of the information contained in the Services) to build its own credit reporting database. AGENCY shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users.

(b) **Inquiries.** When accessing Services, AGENCY certifies it will use reasonable measures to identify consumers and will accurately provide Seller with complete identifying information about the consumer inquired upon in the form specified by Seller. AGENCY will enter all requested AGENCY and type code information when requesting Services. Seller may use AGENCY'S inquiry data for any purpose consistent with applicable federal laws, rules, and regulations in Seller's provision of the Services to AGENCY in its obligations as a consumer credit reporting as it pertains to Seller's use of inquiry data for reporting, billing, and auditing purpose only.

(c) **Intellectual Property Rights.** AGENCY acknowledges that Seller has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Seller's databases and any other intellectual property that are part of the Services are and will continue to be Seller's exclusive property.

(d) **Confidential Treatment.** Under no circumstances will AGENCY resell or otherwise disclose to any other person, other than employees or agents whose duties reasonably relate to the lawful business purpose for which the Services were obtained, any of the Services or data that Seller delivers to AGENCY. Both parties hereby acknowledge that the Services and/or data provided by either party to the other may include personal information pertaining to individual consumers and requires that the



(e) parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Letter Agreement.

(f) **Compliance with Laws.** AGENCY shall comply with all federal laws, rules regulations and decisions applicable to AGENCY'S use of the Seller's data and Services provided pursuant to this Letter Agreement.

(g) **Notification of Security Breach.** In the event that AGENCY determines that physical and/or electronic safeguards that directly impact the Services being provided under this Letter Agreement have been breached, and that Seller data provided under the Letter Agreement has been obtained by persons and/or entities without authority to use or view such Seller data, then AGENCY shall notify Seller to the extent allowed by applicable law and/or law enforcement AGENCY, in writing, within 24 hours of discovery.

(h) **Warranty and Disclaimers.** Seller warrants to AGENCY that Seller will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Seller by other sources, Seller cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY SELLER HAS GIVEN AGENCY WITH RESPECT TO THE SERVICES. SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY SELLER DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY SELLER HEREUNDER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

2. CONSUMER CREDIT SERVICES AND DATA ENRICHMENT

FAIR CREDIT REPORTING ACT ("FCRA") USE. AGENCY will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"). Without limiting the foregoing, AGENCY, certifies that AGENCY will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purposes" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purpose prohibited by law. If AGENCY uses the Services in any way related to collections, AGENCY acknowledges that permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. AGENCY further certifies that it will comply with all requirements of the FCRA applicable to it. If AGENCY has purchased a consumer report from Seller in connection with a consumer's application for credit, and the consumer makes a timely request of AGENCY, AGENCY may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.



Death Master File Certification. AGENCY acknowledges many of Seller Services contain information from the Death Master File as issued by the Social Security Administration (“DMF”). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, AGENCY certifies that consistent with its applicable FCRA or GLB use of Experian’s Services, AGENCY’s use of deceased flags or other indicia within the Seller Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). AGENCY further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Seller Services.

Data Contribution. No data will be contributed from this Agreement.

Fraud Shield. AGENCY (a) agrees to use the Service solely to validate a consumer’s identity and not in whole or in part to establish an individual’s eligibility for personal credit, insurance, or employment, and (b) certifies that it will not take any adverse action (as defined in the FCRA) against any consumer or deny access to any of AGENCY’s services, which is based in whole or in part on information obtained from the Services. In lieu of any adverse action based on the Services, Experian recommends AGENCY take additional steps to verify the consumer’s identity, e.g. request an identification document from the consumer or waterfall to secondary authentication service.

Point of Sale Certification. In compliance with Section 1785.14(a) of the California Civil Code, AGENCY certifies to Experian that (i) AGENCY ☐ IS ☒ IS NOT a retail seller, as defined in Section 1802.3 of the California Civil Code (“Retail Seller”).

Written Instructions.

A. FCRA Compliance--Written Instructions. AGENCY shall substantially comply with the following web site requirements:

(1) AGENCY will prominently display a message specifically informing the consumer that his or her credit report will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the “I AGREE” button following such notice constitutes written instructions to the AGENCY under the FCRA. AGENCY agrees that the notice provided by AGENCY will be substantially as follows:

“You understand that by clicking on the I AGREE button immediately following this notice, you are providing ‘written instructions’ to (AGENCY) under the Fair Credit Reporting Act authorizing (AGENCY) to obtain information from your personal credit profile or other information from Experian. You authorize (AGENCY) to obtain such information solely to _____
(insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)

(2) The “I AGREE” button must immediately follow the notice provided for above. The notice and “I AGREE” button must be separate from any other notice or message contained on the web site.

(3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.

(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.

(5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.

(6) The record of the consumer’s ‘written instruction’ by clicking “I AGREE” must be retained by AGENCY in a form that is capable of being accurately reproduced for later reference by the Parties.





B. Written Instructions by Telephone. If AGENCY is obtaining “written instructions” over the telephone, AGENCY shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

- (1) AGENCY will ask each consumer to confirm his or her consent to access such person’s credit report for authentication purposes by asking the following: “In order to verify your identity, you need to authorize (AGENCY) to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now”;
- (2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and
- (3) The record of the consumer’s ‘written instruction’ by pressing the # symbol must be retained by AGENCY in a form that is capable of being accurately reproduced for later reference by the Parties.

Employment Insight. AGENCY certifies to Experian that (a) it will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report): (i) a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (ii) the consumer has authorized in writing the procurement of the report by the AGENCY; (b) in using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, AGENCY shall provide to the consumer to whom the report relates (i) a copy of the report; and (ii) a description in writing of the rights of the consumer as prescribed by the Bureau of Consumer Financial Protection (“Bureau”) under the FCRA; and (c) information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. AGENCY acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each consumer report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.

This Letter of Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Letter of Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Letter of Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Letter of Agreement upon request.

Mike Hodge

Date

AGREED AND ACCEPTED BY THE SAN BERNARDINO COUNTY SHERIFF’S DEPARTMENT

BY: Dawn Rowe

TITLE: Chair, Board of Supervisors

DATE: _____

